

**UNITED STATES DISTRICT COURT  
DISTRICT OF DELAWARE**

**GRIFFCO QUALITY  
SOLUTIONS, INC.,**

**Plaintiff,**

**v.**

**CAMACO, LLC,**

**Defendant.**

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**Case No.** \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COMPLAINT**

COMES NOW Plaintiff, Griffco Quality Solutions, Inc., by its undersigned attorneys, and for its Complaint against Defendant Camaco, LLC, states as follows:

**PARTIES**

1. Plaintiff Griffco Quality Solutions, Inc. ("Plaintiff" or "Griffco") is a Missouri corporation with its principal place of business in St. Louis County, Missouri.
2. Defendant Camaco, LLC ("Defendant" or "Camaco") is a Delaware corporation with its principal place of business in Novi, Michigan.

**JURISDICTION**

3. Jurisdiction of this Court is based on 28 USC §1332(a) in that the amount in controversy exceeds \$75,000.00, exclusive of costs and interest, and the parties are citizens of different states.

**VENUE**

4. Venue of this Court is based on 28 USC §1391(a)(1) and §1391(a)(2) in that Defendant operates and conducts business in Newark, Delaware and a substantial part of the events or omissions giving rise to this Complaint occurred in the District of Delaware.

**FACTUAL ALLEGATIONS**

5. Plaintiff is engaged in the business of automotive quality inspection, sorting, and reworking and other services in the automotive industry. It works as both a direct supplier to automotive manufacturers and as a second tier contractor to suppliers of automotive parts.

6. Defendant is a manufacturer and supplier of automotive parts including parts for seats used in various automobiles and motor vehicles.

7. Daimler/Chrysler, Inc. ("Chrysler") is a manufacturer of various automobiles and motor vehicles. One of the vehicles that Chrysler manufactures is the Dodge Durango (the "Durango"). The Durango was redesigned by Chrysler requiring, at least in part, different component parts than those used in the previous design of the Durango.

8. At all times relevant hereto, Lear Seating ("Lear") supplied seats to Chrysler for the redesigned Durango.

9. Defendant Camaco manufactured and supplied parts to Lear for the seats that were supplied by Lear and installed in the Durango.

10. While supplying those seat parts, Camaco discovered that there were flaws in the parts that it was supplying to Lear.

11. In April, 2003, Camaco requested and engaged Plaintiff to inspect those parts, sort out the flawed parts, and rework the flaws in the parts supplied by Camaco to Lear. Griffco performed the work at Lear's plant in Newark, Delaware.

12. Camaco agreed to pay Plaintiff for the work it performed based upon the labor Griffco utilized and the materials Griffco supplied. More specifically, Camaco agreed to pay Griffco at the labor rates of \$30.00 to \$33.00 per hour straight time. Overtime was to be paid at time and one-half of the hourly rate. If a Griffco employee worked holidays, the rate would be

double the straight time rate. In addition, Camaco agreed to pay Griffco its expenses to pickup and/or deliver the parts.

13. While performing the work, Plaintiff encountered one flaw after another with the parts supplied to Lear by Defendant Camaco.

14. Camaco had direct knowledge of the problems encountered by Griffco. A Camaco representative was present at all times while Griffco performed the work and insisted that Griffco continue to inspect, sort, and rework the parts.

15. On a regular basis, Griffco submitted invoices to Camaco for the work it performed and the materials Griffco supplied. A summary of the invoices submitted to Camaco by Griffco is attached hereto as "Exhibit A" and incorporated by reference herein.

**COUNT I**  
**SUIT ON ACCOUNT**

16. Plaintiff restates paragraphs 1 through 15 as though said paragraphs were fully set forth herein.

17. Beginning in April, 2003 and continuing through November 20, 2003, at the special insistence and request of Defendant, Plaintiff furnished Defendant inspection, sorting, and repair work for Defendant as stated in invoices summarized in Exhibit A.

18. Plaintiff performed work for the Defendant based on the agreed labor rate.

19. All of the work was approved and authorized by a Defendant representative at the Lear plant. Griffco incurred all of the expenses at Defendant's insistence.

20. The total value of the services and labor performed and expenses incurred by Griffco for Camaco was \$135,600.03.

21. The total charges for the services and labor performed are and were reasonable and proper at the time performed and sold to Defendant. Defendant promised and agreed to pay for said services and labor performed.

22. After all just credits have been given to Defendant, there remains outstanding a balance of \$106,766.5326. Plaintiff has made demand upon Defendant for payment of the past due amounts but Defendant has refused and continued to refuse to pay the balance due and owing to Plaintiff all to Plaintiff's damage.

WHEREFORE, Plaintiff Griffco Quality Solutions, Inc. prays for judgment against Defendant Camaco, LLC, in the amount of \$106,766.53, plus pre and post judgment interest as allowed by law, for its costs and for such further relief as the court deems just and proper.

**COUNT II**  
**BREACH OF CONTRACT**

23. Plaintiff restates paragraphs 1 through 22 as though said paragraphs were fully set forth herein.

24. Defendant agreed to pay Plaintiff for the inspection and repair work performed by Plaintiff, the cost of materials Plaintiff supplied to repair the seats, and Plaintiff's expenses in picking up and delivering the parts that needed to be repaired.

25. Plaintiff performed work for the Defendant based on the agreement between the parties.

26. Plaintiff has requested payment for the materials supplied, the services performed, and the expenses incurred by Plaintiff, but Defendant has refused and continues to refuse to pay Plaintiff all amounts due to Plaintiff, all in breach of its agreement.

27. As a result of this breach and after all just credits have been given to Defendant, Plaintiff has been damaged in the amount of \$106,766.53.

WHEREFORE, Plaintiff Griffco Quality Solutions, Inc. prays for judgment against Defendant Camaco, LLC, in the amount of \$106,766.53, plus pre and post judgment interest as allowed by law, for its costs and for such further relief as the court deems just and proper.

**COUNT III**  
**QUANTUM MERUIT**

28. Plaintiff restates paragraphs 1 through 27 as though said paragraphs were fully set forth herein.

29. Plaintiff performed the inspection, sorting, and reworking of the seats at the direction and insistence of Defendant.

30. All of the services performed and the expenses shown on the invoices summarized on Exhibit A were performed for the benefit of Camaco to repair the flaws in the parts Camaco supplied to Lear.

31. The prices charged for the services and the expenses incurred as shown on the invoices are and were at the time performed the reasonable value thereof, and the total of all of the services and expenses were reasonably worth the amount due for same.

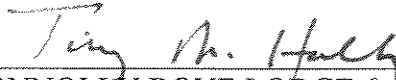
32. The total value of the services and expenses that have not been paid for by Defendant is \$106,766.53.

33. Demand for payment has been made upon Defendant, but Defendant has failed and refused to pay same, all to Plaintiff's damage.

34. All of the services provided and expenses incurred by Plaintiff inured to the benefit of Defendant.

WHEREFORE, Plaintiff Griffco Quality Solutions, Inc. prays for judgment against Defendant Camaco, LLC, in the amount of \$106,766.53, plus pre and post judgment interest as allowed by law, for its costs and for such further relief as the court deems just and proper.

Respectfully submitted,



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OF COUNSEL:

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DATED: March 24, 2005

CBLH: 386623

EXHIBIT A

Camaco

1522

Job Number	Job Description	Date Started	Invoice Number	Invoice Date	Invoice Amount	Date Paid	Check Number	Amount Paid	Write-off	Comments
Job 0001	\$30.00/hr/PN# 332146 Separate defective parts.	04/17/03	19991	04/25/03	\$270.00	07/10/03	22111	(\$270.00)		
Job 0002	\$30.00/hr/PN# 300747AP/302552AP Sort for missing rivet.	06/02/03	20490	06/27/03	\$2,150.25	05/18/03	22404	(\$2,150.25)		
Job 0003	\$30.00/hr PN#300747AP/30255AP Sort for even flanges and hole	08/04/03	20716 20759	07/31/03 08/22/03	\$1,759.50 \$2,416.50	09/18/03 09/18/03	22651 22651	(\$1,759.50) (\$2,416.50)		
Job 0004	\$30.00/hr PN#350583 Visual weld burn, broke weld	09/12/03	21278 21293 21312 21424 21461 21507	09/16/03 09/30/03 09/30/03 10/15/03 10/25/03 10/31/03	\$915.00 \$390.00 \$1,774.50 \$3,450.50 \$4,754.25 \$3,407.88	01/15/04 01/15/04 01/15/04	23522 23522 23522	(\$915.00) (\$390.00) (\$1,774.50)	(\$276.75) (\$15.00)	Write-off (1/1/05) Write-off (1/1/05)
Job 0005	\$30.00/hr PN#350674 Sort for weld burn, both sides	09/27/03	21314 21412 21637	09/30/03 10/15/03 11/20/03	\$720.00 \$7,118.50 \$2,364.00	01/15/04	23522	(\$720.00)	(\$24.75) (\$120.00)	Write-off (1/1/05) Write-off (1/1/05)
Job 0006	\$30.00/hr PN#350712 Sort for missing nut	09/28/03	21318 21428 21638	09/30/03 10/15/03 11/20/03	\$110.00 \$6,379.75 \$619.50	01/15/03	23522	(\$110.00)	(\$612.00)	Write-off (1/1/05)
Job 0007	\$30.00/hr PN#350229AB Sort missing bushing add tape	09/29/03	21320 21417 21462 21508 21639	09/30/03 10/15/03 10/27/03 10/31/03 11/20/03	\$671.00 \$6,085.00 \$4,405.24 \$2,433.00 \$2,420.75				(\$664.50) (\$30.00)	Write-off (1/1/05) Write-off (1/1/05)
Job 0008	\$30.00/hr PN#350376, 350377 Various sort for defects.	09/08/03	21280 21296 21322 21432 21463 21509 21640	09/16/03 09/30/03 09/30/03 10/15/03 10/27/03 10/31/03 11/20/03	\$690.00 \$6,559.50 \$2,401.50 \$14,679.75 \$7,544.25 \$3,675.00 \$437.25	01/15/04 01/15/04 01/15/04	23522 23522 23522	(\$172.50) (\$3,279.75) (\$1,200.75)		
Job 0009	\$30.00/hr PN350374-75 Add grey foam frameback pnl	09/25/03	21433 21641	10/15/03 11/20/03	\$5,607.00 \$1,404.00				(\$5,607.00) (\$1,404.00)	Write-off (1/1/05) Write-off (1/1/05)



Camaco

1522

Job Number	Job Description	Date Started	Invoice Number	Invoice Date	Invoice Amount	Date Paid	Check Number	Amount Paid	Write-off	Comments
Job 0010	\$30.00/hr PN Various Trim part		21432	10/15/03	\$1,057.50					
Job 0011	\$30.00/hr PN350677AB Check Fitting	11/05/03	21642	11/20/03	\$19,736.18				(\$2,041.50)	Write-off (1/1/05)
Job 0012	\$30.00/hr PN350374-75AG Check for weld nuts	11/05/03	21643 43224	11/20/03 04/30/04	\$11,233.48 \$105.00				(\$198.00) (\$105.00)	Write-off (1/1/05) Write-off (1/1/05)
Job 0013	\$30.00/hr Sat \$45/hr PN#350583 Ck 5 wires for cold weld.	12/4/2003	21937	12/11/03	\$812.25	01/15/04	23522	(\$812.25)		
Job 014G	\$30/hr PN#350376 & 350377 Sort & certify for missing bushing	3/2/2004	22768	03/11/04	\$1,764.00	05/03/04	24502	(\$1,764.00)		
					\$135,600.03					
						(\$17,735.00)	(\$11,098.50)	\$106,766.53		

Total Invoiced

Total Paid

Total Write-off  
Total Amount Due

**CERTIFICATE OF SERVICE**

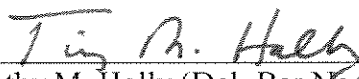
I hereby certify that, on March 24, 2005, I caused true and correct copies of the foregoing Complaint to be served upon the below listed in the manner indicated.

By Hand:

Camaco, LLC  
c/o The Corporation Trust Company  
1209 Orange Street  
Wilmington, Delaware 19801

By First Class Mail:

Mr. Dan Wickett  
Director of Purchasing  
40000 Grand River Avenue, Suite 110  
Novi, MI 48375

  
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Timothy M. Holly (Del. Bar No. 4106)